

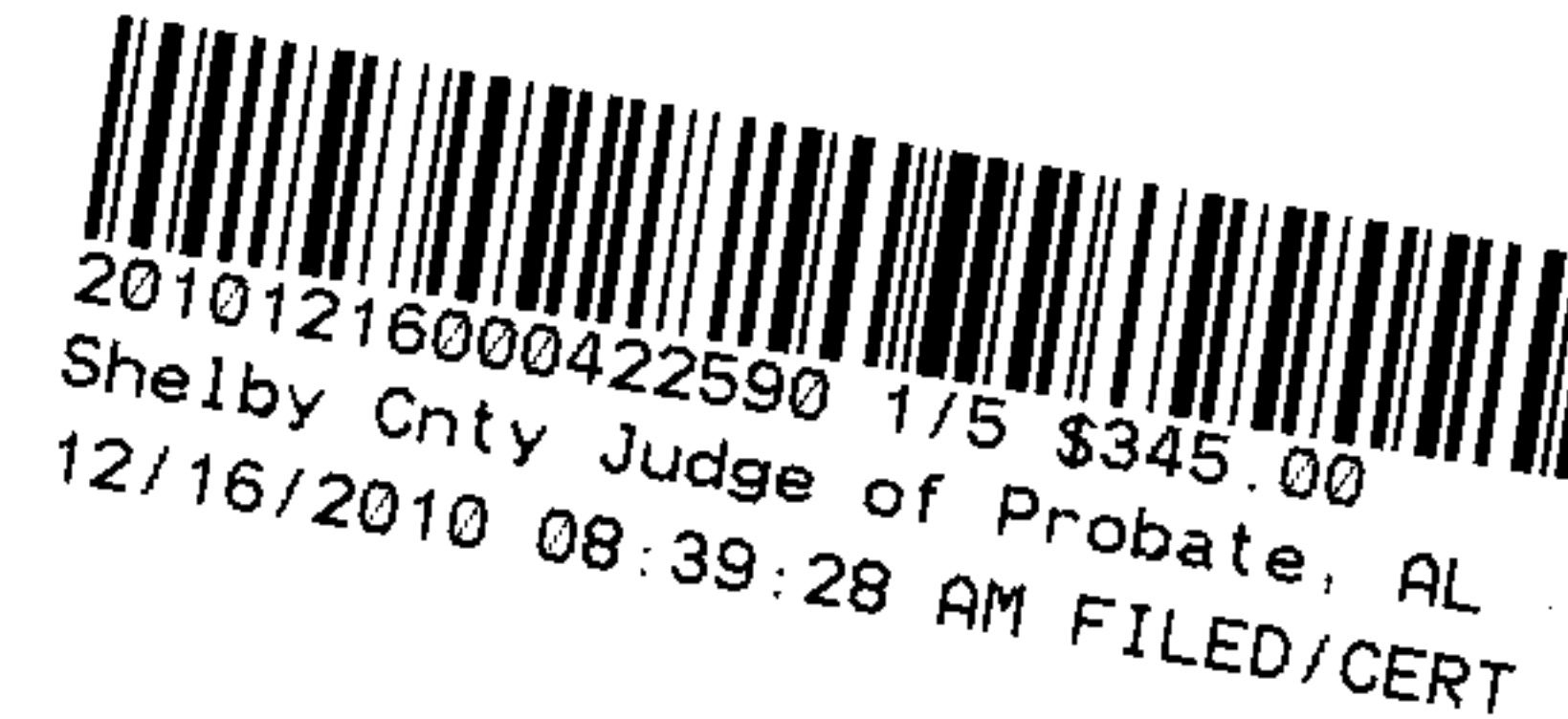
THIS INSTRUMENT PREPARED BY:

**Jason D. Woodard
Burr & Forman LLP
420 North 20th Street
Suite 3400 - Wachovia Tower
Birmingham, Alabama 35203
(205) 251-3000**

STATE OF ALABAMA

COUNTY OF SHELBY

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)
)



FORECLOSURE DEED

KNOW ALL MEN BY THESE PRESENTS, THAT:

WHEREAS, heretofore on, to-wit: May 28, 2008, Keystone Building Co., Inc. ("Mortgagor"), executed a Mortgage and Assignment of Rents (the "Mortgage") on the property hereinafter described in favor of Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association ("Mortgagee"), which said Mortgage is recorded in the Office of the Judge of Probate of Shelby County, Alabama (the "Recording Office") as Instrument No. 20080530000219290; and

WHEREAS, in and by said Mortgage the Mortgagee was authorized and empowered in case of default in the payment of the indebtedness thereby secured, according to the terms thereof, to sell said property for cash, and said Mortgage provided that in case of sale under the power and authority contained in the same, the Mortgagee, or any person conducting said sale for the mortgagee, was authorized to execute title to the purchaser at said sale; and it was further provided in and by said Mortgage that the Mortgagee may bid at the sale and purchase said property if the highest bidder therefor; and

WHEREAS, default was made in the payment of the indebtedness secured by said Mortgage, and Mortgagee did declare all of the indebtedness secured by said Mortgage due and payable and said Mortgage subject to foreclosure as therein provided and did give due and proper notice of the foreclosure of said Mortgage by publication in *The Shelby County Reporter*, a newspaper published in Shelby County, Alabama, and of general circulation in Shelby County, Alabama, in its editions of November 3, 10 and 17, 2010; and

WHEREAS, on December 3, 2010, during the legal hours of sale, the day and time which the foreclosure was due to be held under the terms of said notice, said foreclosure was duly and properly conducted, and Mortgagee did offer for sale and sell at public outcry in front of the main entrance of the Shelby County Courthouse in the City of Columbiana, Shelby County, Alabama, the property described on **Exhibit A** attached hereto (the "Property"); and


WHEREAS, Jason D. Woodard was the Auctioneer who conducted said foreclosure sale and was the person conducting said sale for the said Mortgagee; and

WHEREAS, the highest and best bid for the property described in the aforementioned mortgage was the bid of Roy Martin Construction, LLC, in the amount of Three Hundred Twenty thousand and 00/100 Dollars (\$320,000.00), which sum of money was credited on the indebtedness secured by the Mortgage and said property was thereupon sold to Roy Martin Construction, LLC

NOW, THEREFORE, in consideration of the premises and of a credit in the amount of Three Hundred Twenty Thousand and 00/100 Dollars (\$320,000.00), on the indebtedness secured by said mortgage, the said Mortgagee, by and through Jason D. Woodard conducting said sale, does hereby grant, bargain, sell and convey unto Roy Martin Construction, LLC, all that Property situated in Shelby County, Alabama, more particularly described in Exhibit A attached hereto and made a part hereof.

TO HAVE AND TO HOLD the said property unto Roy Martin Construction, LLC, its successors and assigns in fee simple forever; subject, however, to any unpaid ad valorem taxes, the statutory right of redemption on the part of those entitled to redeem as provided by the laws of the State of Alabama, unpaid municipal assessments resulting in a lien not extinguished by foreclosure of the mortgage, any mining and mineral rights conveyed prior to the recordation of the mortgage and the rights, if any, of any parties in possession. Notwithstanding any of the foregoing, the mortgagee makes no representations or warranties as to title or condition of the property.

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20101216000422590 2/5 \$345.00
Shelby Cnty Judge of Probate, AL
12/16/2010 08:39:28 AM FILED/CERT

IN WITNESS WHEREOF, Mortgagee, has caused this instrument to be executed by and through Jason D. Woodard, as Auctioneer conducting said sale, and as attorney in fact, and Jason D. Woodard, as Auctioneer conducting said sale has hereunto set his hand and seal on this the 3rd day of December, 2010.

KEYSTONE BUILDING CO., INC.,

Mortgagor

By: Wells Fargo Bank, N.A., successor-by-merger to
Wachovia Bank, National Association

By: _____

Jason D. Woodard

As Auctioneer and Attorney in Fact

**WELLS FARGO BANK, N.A., successor-by-merger to
WACHOVIA BANK, NATIONAL ASSOCIATION,**
Mortgagee

By: _____

Jason D. Woodard

As Auctioneer and Attorney in Fact

Jason D. Woodard

As Auctioneer and Attorney in Fact

Send Tax Notices To:

Roy Martin Construction, LLC
1960 Hwy 33
Suite A
Pelham, AL 35124



20101216000422590 3/5 \$345.00
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STATE OF ALABAMA

COUNTY OF

Shelby

SS:

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Jason D. Woodard, whose name as Auctioneer and Attorney in Fact for Wells Fargo Bank, N.A., successor-by-merger to Wachovia Bank, National Association, is signed to the foregoing conveyance, and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he, in his capacity as such Auctioneer and Attorney in Fact, and with full authority, executed the same voluntarily on the day the same bears date.

Given under my hand and official seal this 3^d day of December, 2010.

[Signature]
Notary Public

My Commission Expires:

10 July 12

[AFFIX SEAL]




20101216000422590 4/5 \$345.00
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EXHIBIT A

Lot 16, according to the final plat of Lot 16, Clayton's addition to Oak Mountain Business Park, as recorded in Map Book 28, Page 63, in the Probate Office of Shelby County, Alabama; being situated in Shelby County, Alabama (the foregoing being hereinafter referred to as the "Land")

TOGETHER WITH:

(i) all buildings and improvements now or hereafter erected on the Land; (ii) all fixtures attached to the Land or any buildings or improvements situated thereon; and (iii) all estates, rights, tenements, hereditaments, privileges, rents, issues, profit easements, and appurtenances of any kind benefiting the Land; all means of access to and from the Land, whether public or private; and all water and mineral rights.


20101216000422590 5/5 \$345.00
Shelby Cnty Judge of Probate, AL
12/16/2010 08:39:28 AM FILED/CERT

Shelby County, AL 12/16/2010
State of Alabama
Deed Tax: \$320.00